

P.E.R.C. NO. 88-134

STATE OF NEW JERSEY
BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the Matter of

UNIVERSITY OF MEDICINE
AND DENTISTRY OF NEW JERSEY,

Petitioner,

-and-

Docket No. SN-88-57

TEAMSTERS LOCAL UNION NO. 97,

Respondent.

SYNOPSIS

The Chairman of the Public Employment Relations Commission restrains binding arbitration of a grievance filed by Teamsters Local Union No. 97 against the University of Medicine and Dentistry of New Jersey. The grievance alleged that UMDNJ violated its collective negotiations agreement with Local 97 when it involuntarily transferred the paramedic from one mobile intensive care unit to another. The Commission finds that UMDNJ has the managerial prerogative to transfer or assign employees.

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Appearances:

For the Petitioner, Cary Edwards, Attorney General
(Barbara A. Harned, Deputy Attorney General; Patricia C.
Valladares, Deputy Attorney General, on the brief)

DECISION AND ORDER

On February 10, 1988, the University of Medicine and Dentistry of New Jersey ("UMDNJ") filed a Petition for Scope of Negotiations Determination. UMDNJ seeks a restraint of binding arbitration of a grievance filed by a paramedic represented by Teamsters Local Union 97 ("Local 97"). The grievance alleges that UMDNJ violated its collective negotiations agreement with Local 97 when it involuntarily transferred the paramedic from one mobile intensive care unit to another.

UMDNJ has filed a brief and exhibits. Local 97 did not respond. These facts appear.

Local 97 is the majority representative of UMDNJ's unskilled trade and clerical employees. The parties entered a

collective negotiations agreement effective June 1, 1986 through June 30, 1989. The preamble entitles employees to fair and equitable treatment. Article XI, B.2 provides, in part:

2. Involuntary Transfer from One Unit to Another Unit

a. No involuntary transfers shall be made except for just, fair and equitable cause.

b. Where requested, the Personnel Department shall furnish to the employee who has been transferred, an explanation in writing for the transfer.

The grievance procedure ends in binding arbitration.

On January 11, 1987, Richard Hansson, a paramedic in the Emergency Medical Services department, filed a grievance. The grievance alleged that the employer violated the above contractual provisions by assigning Hansson to a Newark worksite instead of an Elizabeth one. A UMDNJ designee conducted a hearing and found that Hansson's assignment was changed at the request of an Elizabeth police lieutenant who had received reports of conflicts between Hansson and emergency medical technicians. The designee concluded that the employer had a prerogative to change Hansson's assignment.

On August 27, 1987, Local 97 demanded binding arbitration. It alleged that Article XI, B.2 a and b had been violated. This petition ensued.

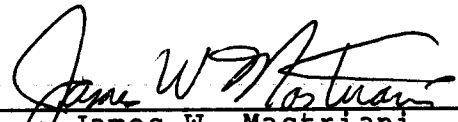
UMDNJ contends that it has a managerial prerogative to transfer or assign employees. This assertion is correct. Local 195, IFPTE v. State, 88 N.J. 393 (1982); Ridgefield Park Bd. of Ed. v. Ridgefield Park Ed. Ass'n, 78 N.J. 144 (1978); City of Perth

Amboy, P.E.R.C. No. 87-84, 13 NJPER 84 (¶18037 1986). However, the procedural question of whether the employer violated its obligation to furnish a written explanation of the reasons for the assignment is a mandatorily negotiable subject. Thus, pursuant to authority delegated to me by the full Commission, I enter this order.

ORDER

UMDNJ's request for a restraint of binding arbitration is granted to the extent Local 97 contests the decision to assign Richard Hansson to a Newark worksite.

BY ORDER OF THE COMMISSION



James W. Mastriani
Chairman

DATED: Trenton, New Jersey
June 21, 1988